

SUCCESSOR'S AGREEMENT

THIS AGREEMENT, made and entered into _____, _____, _____ by and between
(Month) (Day) (Year)
Commodity Credit Corporation (CCC) and the United States Department of Agriculture ("Government"), _____

_____ (hereinafter referred to as the "Warehouse Operator"), successor to _____
_____ (hereinafter referred to as the "Predecessor").

The Predecessor entered into:

<input type="checkbox"/>	Uniform Grain and Rice Storage Agreement	No. A _____ - 3 - CCC - _____
<input type="checkbox"/>	Cotton Storage Agreement	No. _____
<input type="checkbox"/>	Processed Commodities Storage Agreement	No. _____

with the Government, dated _____, _____, _____ for the storage of _____
(Month) (Day) (Year)
(hereinafter referred to as the "commodity") in a warehouse(s) located _____
_____ ("Warehouse"), and warehouse receipts representing such commodity, issued by the
Predecessor, may still be outstanding.

The Government's obligation for storage and other charges is as stated in such Agreement with the Predecessor. The Warehouse Operator has succeeded to the interest of the Predecessor, has assumed all of the rights and obligations of the Predecessor under such Agreement, and is now operating the Warehouse.

In consideration of the execution of a _____
Agreement by and between the Government and the Warehouse Operator, and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. The Warehouse Operator shall assume liability for delivery of the commodity identified by all outstanding warehouse receipts issued by the Predecessor.
2. The Warehouse Operator shall continue, under the terms and conditions of the storage Agreement between the Government and the Warehouse Operator, to provide storage for any quantity of the commodity remaining in the warehouse pursuant to the storage Agreement between the Government and the Predecessor.
3. Notwithstanding the provisions of the storage Agreement between CCC and the Warehouse Operator, the beginning date for computing storage charges payable by the Government under such Agreement with respect to any commodity stored with the Predecessor shall be the same as under the storage Agreement between the Government and Predecessor.
4. The Warehouse Operator shall be liable to the Government for the payment of any claims which the Government may have under the provisions of the storage Agreement between the Government and the Predecessor or in connection with warehouse receipts issued by the Predecessor.
5. Nothing herein contained shall be considered to be an assignment of the storage Agreement between the Government and the Predecessor, nor shall the provisions hereof constitute a waiver of any rights of the Government, or causes of action by the Government, against the Predecessor arising from the performance, or failure of performance, of any of the terms or conditions of such storage Agreement.

WAREHOUSE OPERATOR	COMMODITY CREDIT CORPORATION
COMPANY NAME	
	(CONTRACTING OFFICER)
SIGNATURE OF WAREHOUSE OPERATOR	
	(EFFECTIVE DATE)
TITLE	

NOTE: *The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is Pub. L. 80-806 (The CCC Charter Act) and 7 CFR, Part 1423, which authorizes CCC to enter into storage agreements with commercial warehouse operators. The information may be furnished to any agency responsible for enforcing the provisions of the Act. Without furnishing this information eligibility to enter into a storage agreement with CCC cannot be determined. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.*

*Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0052), Stop 7630, Washington, D.C. 20250-7630. **RETURN COMPLETED FORM TO KANSAS CITY COMMODITY OFFICE, P. O. BOX 419205, KANSAS CITY, MO 64141-6205.***

CCC-34-1
(11-22-96)

U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

TRANSFER OF RIGHTS AND INTEREST

NOTE: The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is Pub L. 80-806 (the CCC Charter Act) and 7 CFR Part 1423 which authorizes CCC to enter into storage agreements with commercial warehouse operators. The information may be furnished to any agency responsible for enforcing the provisions of the Act. Without furnishing this information eligibility to enter into a storage agreement with CCC cannot be determined. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0052), Stop 7630, Washington, D.C. 20250-7630. **RETURN COMPLETED FORM TO KANSAS CITY COMMODITY OFFICE, P.O. BOX 419205, KANSAS CITY, MO 64141-6205.**

The undersigned "Predecessor" entered into the storage agreement described herein for the storage of commodities in the Predecessor's warehouse facilities and has now transferred such facilities and the business conducted therein in their entirety to

the "Successor" who has succeeded to all rights of the Predecessor in said business.

The Successor has submitted a Successor's Agreement (Form CCC-34) to the Commodity Credit Corporation (CCC).

The Predecessor for value received, hereby transfers and assigns to the Successor all rights, title, and interest to all monies due or to become due from CCC and not previously paid under:

<input type="checkbox"/>	Uniform Grain and Rice Storage Agreement	No. A _____ -3-CCC- _____
<input type="checkbox"/>	Cotton Storage Agreement	No. _____
<input type="checkbox"/>	Processed Commodities Storage Agreement	No. _____

dated _____, _____, _____. The Predecessor also stipulates that no previous assignment
(Month) (Day) (Year)

of such monies has been made, and agrees that no additional assignments will be made, of any monies due or to become due under the Agreement and that payment of such monies may be made by CCC to the Successor upon approval of the Successor's Agreement.

		COMMODITY CREDIT CORPORATION	
(Predecessor)		(Date)	
(Street Address)			
(City)	(State)	(Zip Code)	
By _____		By _____	
Title _____		(CONTRACTING OFFICER)	
		Effective Date _____	